

DREDGING CORPORATION OF INDIA LIMITED

Project Office, Kandla

1st Floor, Plot C-46, NU-10/B, Gayatri Mandir Road,
Shaktinagar, Landmark: Oslo Circle, Gandhidham-370201.

Email: pokandla@dcil.co.in

DCI/PO Kandla/OPS/Diving/2025-26

Date: 22-10-2025

Name of the work: Carrying out underwater diving inspection onboard DCI Dredgers at Deendayal Port Authority, Kandla whenever called upon, for a period of 3 years.

Tender Ref: NIT No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025

CORRIGENDUM – I

With reference to the above referred Tender on the subject work, the due dates are revised as below, owing to administrative reasons:

Due Dates	Existing	Revised
Availability of Bids in DCI website for downloading	30-09-2025 to 20-10-2025	30-09-2025 to 30-10-2025
Due date for submission of Physical bid at Project Office Kandla	21-10-2025 upto 15:00 Hrs.	03-11-2025 upto 15:00 Hrs.
Opening of Technical bids at Project Office Kandla	at 15:30 Hrs on 21-10-2025 at DCIL Project Office, Kandla	at 15:30 Hrs on 03-11-2025 at DCIL Project Office, Kandla

All other terms and conditions of the original tender remain unchanged.

Above shall form part of the tender document and bidder shall submit this along with tender document as part of Technical bid, duly signed with official seal.

Dy. General Manager (Operations)/Project Manager,
Dredging Corporation of India Limited,
Project Office Kandla

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1st Floor, Plot C-46, NU-10/B, Gayatri Mandir Road,
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Email: pokandla@dcil.co.in

NOTICE INVITING TENDER

Tender No. DCI/PO Kandla/OPS/Diving/2025-26

Date: 30-09-2025

TENDER FOR

**CARRYING OUT UNDERWATER DIVING INSPECTION ONBOARD
DCI DREDGERS AT DEENDAYAL PORT AUTHORITY, KANDLA
WHENEVER CALLED UPON, FOR A PERIOD OF 3 YEARS.**



DREDGING CORPORATION OF INDIA LIMITED
NIT No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025

SECTION-I - INVITATION FOR BIDS (IFB)/NOTICE INVITING TENDER (NIT)

Tenders in the prescribed proforma are invited by Dredging Corporation of India Limited (DCI/ DCIL/ Employer) through physical mode, in single stage two cover bidding procedure [Techno Commercial Bid and Financial Bid] from experienced, resourceful and bonafide diving firms with proven technical and financial capabilities for the work mentioned below. Refer to the Scope of work, Technical Specification, General Terms and Conditions and other instructions mentioned in tender document and submit the tender accordingly. Interested bidder may visit the site at Kandla in stream for better assessment of the job prior submitting their tender.

1.	Name of Work	Carrying out underwater diving inspection onboard DCI Dredgers at Deendayal Port Authority, Kandla whenever called upon, for a period of 3 years.
2.	Estimated Cost	Rs.1,62,94,200/- excluding GST
3.	Period of Contract	3 years from the date of issue of work order with provision to extend for one more year.
4.	Earnest Money Deposit	Rs.3,25,884/- (Rupees Three Lakh Twenty Five Thousand Eight Hundred and Eighty Four Only) (Refundable) The above EMD shall be paid through e-payment/ Bank Guarantee (BG). Bank details for e-payment are as per details given below. In case of Bank Guarantee (BG)/ Insurance Surety Bond submission, original (hard copy) shall reach the Employer (DCI Kandla office) on or before the due date and time of bid submission, failing which, bid will not be considered for evaluation. BG shall be valid for forty five (45) days beyond the validity of the bid.
5.	Cost of Tender Documents	Rs.1,500/- (Non-Refundable) To be remitted through NEFT/RTGS and scanned copy of payment document electronic receipt/UTR must be uploaded in Technical Bid.
6.		(a) Name of the Bank: Canara Bank (b) Branch Name: Visakhapatnam DCI Limited (c) IFS Code: CNRB0013583 (d) Account type: Current account (e) Account No.: 35833070000014
7.	Availability of Bids in DCI website for downloading	30-09-2025 to 20-10-2025
8.	Last date for receipt of pre-bid queries by Employer from bidders.	07-10-2025
9.	Uploading of pre-bid queries clarifications by Employer in website	10-10-2025
10.	Due date for submission of Physical bid at Project Office Kandla	21-10-2025 upto 15:00 Hrs.
11.	Opening of Technical bids at Project Office Kandla	at 15:30 Hrs on 21-10-2025 at DCIL Project Office, Kandla
12.	Bid validity period	90 days from the date of opening of tender

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Interested eligible Tenderers/Bidders to download the tender documents from the website- <https://dredge-india.com>. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection. Bids should be submitted only in offline mode to Project Office, Kandla.

Tender/Bids and supporting documents should be attached with tender documents and submitted at DCIL Project office Kandla. Bidders are advised to follow the instructions provided in the tender document for the submission of the bids.

All corrigendum, addendum, amendments and clarifications to this Tender will be hosted in the corporation own website- <https://dredge-india.com> only.

Yours faithfully,
for Dredging Corporation of India Ltd.

Dy. General Manager/Project Manager
Project Office Kandla

13. Pre-Qualification Criteria: Bidder should meet the following minimum Pre-Qualification criteria, and the failure to meet the Pre-Qualification Criteria will lead to technical disqualification of the bid:

- 13.1. The bidder should be registered with Deendayal Port Authority and proof of registry with the Port shall be submitted along with the bidding documents.
- 13.2. The bidder should have a minimum Average Annual financial turnover during the last Three (3) consecutive financial years, ending 31st March of 2024, which should be at least Rs.48.88 Lakh.
- 13.3. The bidder should have the experience in carrying out diving works in any waters and should have completed successfully similar works (i.e. diving activities in any waters) during the last 7 years ending last day of month previous to the one in which tenders are invited should be any of the following:
 - 13.3.1. Three similar completed works each costing not less than Rs.65.18 Lakh (OR)
 - 13.3.2. Two similar completed works each costing not less than Rs.81.47 Lakh. (OR)
 - 13.3.3. One similar completed work costing not less than Rs.130.35 Lakh.

14. Integrity Pact (IP):

Integrity Pact shall cover this tender throughout its various phases, and IP would be deemed as a part of the contract though an appropriate provision. The bidders should sign and submit "Integrity Pact" (02 sets) to be executed to DCI on or before the due date and time of bid submission, in a closed envelope super scribed "Integrity Pact" along with Name of the Tendered work. If Original hard copy is not received within the stipulated time, such bid shall be liable for rejection. IP would be implemented through either of the following Independent External Monitors (IEM) for this tender.

1. Shri. Kishore Kumar Sansi,
B-301, Badhwar Apartments, Sector-6,
Plot No. 3, Dwarka, West Delhi-110075
Mobile/Email: +91-9686009000 / kishoresansi@hotmail.com

2. Shri. P. K. Dash, I.A.S. (Retd.)
203, Subh Niwas, 12-13-548, Near Laharpur Dam, Bhopal
Mobile/Email: +91-9425011441 / pkdash81@gmail.com

For full details of the scheme of IP, you may visit the website of Central Vigilance Commission, New Delhi.

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15. Power of Attorney:

- 15.1. Power of Attorney (PoA) duly notarized, along with letter of submission in a sealed cover shall be submitted at DCI Kandla Office in Original on or before the due date and time of the tender submission. Tenders without notarized power of attorney shall be considered irresponsive and are liable for rejection.
- 15.2. Original PoA should be submitted to the tendering authority in a closed envelope along with “Integrity Pact” and EMD in case of BG, superscribed with Name of the Tendered work, on or before the due date and time of the tender submission, failing which, such bid shall be liable for rejection.

16. Hard copies:

- 16.1. Tenderer should submit two closed covers, one technical bid and second cover as price bid. Both the covers should be enclosed in one cover and the same should be submitted to PO Kandla as per time given.

17. Price Bid:

- 17.1. Price bid should be submitted as per procedure stipulated above.

18. Pre-bid Meeting, Queries & Clarifications:

- 18.1. Pre-bid meeting is scheduled as specified in the NIT, where interested bidders may attend for any discussions on subject tender.
- 18.2. Interested bidders may mail their bid related queries to the following e-mail ID and contact at the following address for clarifications regarding tender conditions and replies for which will be uploaded in DCI web site by this office within the due date specified in NIT.

Dy. General Manager (Operations)/ Project Manager
1st Floor, Plot C-46, NU-10/B, Gayatri Mandir Road,
Shaktinagar, Landmark: Oslo Circle, Gandhidham-370201.
Mob: +91-99498 25222
E-mail ID: pokandla@dcil.co.in, suryakant@dcil.co.in

19. DCI Reserves the Right:

Notwithstanding anything stated anywhere in the tender, Dredging Corporation of India Ltd. / Employer reserves the right to:

- 19.1. Accept or reject any or all Tenders without assigning any reason whatsoever.
- 19.2. Cancel the tender enquiry at any stage without assigning any reason.
- 19.3. Accept the tender in whole or part.
- 19.4. Reject the tender received with counter conditions.

Dy. General Manager (Operations)/ Project Manager,
Project Office Kandla

SECTION-II - INSTRUCTIONS TO BIDDERS (ITB)

Physical bids are invited by Dredging Corporation of India Ltd. (DCIL) in Single Stage-Two cover system for Carrying out underwater diving inspection onboard DCI Dredgers at Deendayal Port Authority, Kandla whenever called upon, for a period of 3 years.

A. Introduction

20. Eligible Bidders:

- 20.1. This Invitation for Bids is open to Indian diving contractors only who satisfy the conditions stipulated in the bid document.
- 20.2. Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Employer.
- 20.3. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Employer or any other Government agencies /Employer's Clients in accordance with ITB Clause 49.

20.4. Disqualification:

Even if an applicant meets the eligibility criteria and/ or Pre-Qualification Criteria (PQC), he shall be subject to disqualification if he is found to have:

- 20.4.1. made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
- 20.4.2. Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on.
- 20.4.3. On account of currency of debarment by any Government agency

21. Cost of Bidding:

- 21.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no way be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

22. Content of Bidding Documents:

- 22.1. The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB)/Notice Inviting Tender (NIT), the Bidding Documents include:
 - a) Instructions to Bidders (ITB)
 - b) General Conditions of Contract GCC
 - c) Special Conditions of Contract (SCC)
 - d) Technical Specifications (TS)
 - e) Sample Forms containing the following:
 - Bid Form
 - Price Schedule
 - Proforma For Bank Guarantee for Earnest Money Deposit
 - Agreement Form
 - Performance Security Form
 - Qualification Requirements
 - Integrity Pact

22.2. The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

23. Clarification of Bidding Documents:

- 23.1. A prospective bidder requiring any clarification on any of the bidding document may notify Employer by E-mail at the Employer's address indicated in the Invitation for bid in no case later than the due date prescribed in the IFB. Employer's response on the bid related queries will be hosted in DCI portal only on or before the date prescribed in IFB. Prospective bidders may visit the site and understand the site conditions and based on the same to quote accordingly in the bid.
- 23.2. Corrigendum, if any, also shall only be hosted in the above said website. No press notification for any amendment/ clarification will be issued. Bidders are advised to regularly visit DCI portal & Employer's website to keep themselves updated on the above.

24. Amendment of Bidding Documents:

- 24.1. At any time prior to the deadline for submission of bids, Employer may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment.
- 24.2. The amendment will be hosted on above mentioned website only. Respective bidders are requested to visit the website regularly.
- 24.3. In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids, Employer may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

25. Language of Bid:

- 25.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be in English only.

26. Documents Comprising the Bid:

- 26.1. The bid for the work will be based on two cover system (Part-I: Techno Commercial Bid and Part-II: Financial Bid (Price Bid)) as mentioned below:
- Techno Commercial Bid; and
 - Financial/ Price Bid
- 26.2. The "Techno Commercial Bid" prepared by the Bidder shall comprise the following components:
- 26.2.1. A Bid Form except the Price Schedule completed in accordance with ITB Clause 27.
- 26.2.2. Proof of registry of the diving firm with Deendayal Port Authority
- 26.2.3. A list of works tendered for and in hand/being executed as on the date of submission of tender.
- 26.2.4. Documentary evidence established in accordance with ITB Clause 30 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years ending 31st March 2024 and Profit & Loss.
- 26.2.5. Cost of tender deposit in the form of e-Challan (e- receipt to be enclosed).
- 26.2.6. The requisite Earnest money deposit for participating in the tender in the form of e-challan (e- receipt to be enclosed)/ Bank Guarantee furnished in accordance with ITB Clause 31.
- 26.2.7. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.

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- 26.2.8. The bidders should sign and submit “Integrity Pact” (2 copies) to be executed between the bidder and Employer. Note: The documents mentioned at 26.2.6, 26.2.7 and 26.2.8 must reach in Original to this Office on or before the due date and time of bid submission mentioned in tender document. In case, these documents are not received as per the said schedule, the tender so submitted shall not be opened.
- 26.2.9. PAN Number issued by Income Tax Authorities and GST Registration Certificate.
- 26.2.10. Registration with Provident Fund Authorities.
- 26.2.11. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.
- 26.2.12. Information regarding any current litigation in which the tenderer is involved.
- 26.2.13. The tenderer will have to give a certificate that he is not related to any officer of Employer (DCI) or any officer of the rank of Asst. Secretary or above in the Ministry of Shipping, Government of India. The Contractor should give a declaration along with his tender about the names of the relatives, who are employed with the Employer Dredging Corporation of India Ltd. (Annexure-I).
- 26.2.14. The Tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid (Annexure-II).
- 26.2.15. The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid. (Annexure-II)
- 26.2.16. The Tenderer shall disclose any information regarding any current litigation in which the tenderer is involved (Annexure-III)
- 26.2.17. Vendor Code Creation form (Annexure –IV)
- 26.2.18. Declaration by the Bidders as per Form No.7.
- 26.2.19. Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.

27. Bid Form:

- 27.1. The Bidder shall complete the Bid Form except the Price Schedule furnished in the Bidding Document along with the enclosures specified in Clause 26.2.1 of ITB, duly sign and upload the same online in the “Techno-Commercial Bid”.

28. Bid Prices:

- 28.1. The Bidder shall indicate in the Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract and upload the “rates/ file” online in the “Financial/ Price Bid.”
- 28.2. The bidder shall quote his prices only in Price Schedule furnished in the bidding document and upload it online in the Financial/ Price Bid (BOQ). The bidder should not indicate the prices anywhere directly or indirectly in the “Techno Commercial Bid.” Any such offer or indication shall disqualify the bidder. Similarly, the Price Bid (BOQ) should not contain any counter conditions. Conditional tenders or tenders with counter conditions are liable for summary rejections. Rate shall be valid during entire contract period including extension, if any.

29. Bid Currencies:

- 29.1. Prices shall be quoted in Indian Rupees only.

30. Bidder’s Eligibility and Qualifications:

- 30.1. Pursuant to ITB Clause 26, the Bidder shall furnish, as part of its bid, documents establishing the Bidder’s eligibility to bid and its qualifications to perform the contract if its

- bid is accepted. Tenderer can access tender documents on the website, fill them with all relevant information and submit the completed tender document in physical mode.
- 30.2. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Employer's satisfaction that the Bidder has the financial & technical capability and competency necessary to perform the contract as per Qualification Requirements Form No.6 in Section VI.
- 30.3. The Bidders shall meet the following Qualification criteria:
- 30.3.1. Bidders should be registered in India under the relevant acts/rules as a company, a partnership firm or a proprietary firm, a Government/ Semi-Government/ Autonomous Body. Bidders that are government owned entity in the Employer's country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the Employer.
- 30.3.2. The Bidder shall meet the Qualification criteria of executing similar works of the value as mentioned in clause 13 of NIT. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work/component breakup, completion period stipulated in the order and actual completion period.
- 30.3.3. Copies of work order/letter of award and agreement along with work completion certificate from the client.
- 30.3.4. Average Annual Turnover during the last three (03) years ending 31st March of the previous financial year should be as mentioned in Clause 13 of NIT. The Bidders shall provide financial turnover of the firm for the last three years duly certified by statutory auditors.
- 30.3.5. Bidder should not have been debarred / blacklisted during the last three years. However, hiding of the facts or non-compliance by the Bidder in this regard would be punishable under existing law and would lead to rescinding or termination of the work with appropriate action as per terms & conditions of Contract, if information relating to debarment or blacklisting is brought to knowledge of the Employer even during the currency of the contract brought forward at a later stage
- 30.3.6. Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for proven breach by such Bidder.
- 30.3.7. The Bidder shall be income tax assesses and accordingly the Bidder shall submit copies of Form 26AS and Income Tax Return (ITR) filed by the Bidder for the last three financial years.

31. Earnest Money Deposit (EMD):

- 31.1. Pursuant to ITB Clause 26, the Bidder shall furnish, the Earnest Money Deposits by way of e-challan (NEFT/RTGS) as indicated in the tender to be submitted to the bank as detailed from any Scheduled or Nationalized Indian Bank or by way of unconditional, irrevocable Bank Guarantee/ Insurance Surety Bond drawn from any Scheduled or Nationalized Indian Bank as per enclosed sample. In case of bidders submitting Bank Guarantee/ Insurance Surety Bond towards Earnest Money Deposit for the tender, Original "Bank Guarantee" towards EMD shall be submitted to "Dy. General Manager (Operations)/ Project Manager, 1st Floor, Plot C-46, NU-10/B, Gayatri Mandir Road, Shaktinagar, Landmark: Oslo Circle, Gandhidham-370201. in a separate envelope super scribed "Earnest Money Deposit should reach on or before due date and time of bid submission. If the Original Bank guarantee towards EMD is not received by the said due date and time, the bids shall be liable for rejection. The Earnest Money Deposit shall not carry any interest.

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- 31.2. The Earnest money is required to protect Employer against the risk of Bidder's conduct, which would warrant the earnest money forfeiture, pursuant to ITB Clause 31.8.
- 31.3. The earnest money deposit submitted by way of bank guarantee/ Insurance Surety Bond shall be valid for forty five (45) days beyond the validity of the bid.
- 31.4. Any bid not secured in accordance with ITB Clause 31.2 will be rejected by the Employer as non-responsive.
- 31.5. Unsuccessful/ Disqualified bidders' earnest money deposits will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Employer or 30 days after date of award of work, pursuant to ITB Clause 32, without interest.
- 31.6. The EMD submitted by successful bidder shall be returned within 30 days after submission of Performance Security.
- 31.7. In case the EMD of the amount as per tender is not received on or before the due date stipulated in the tender, the bid shall be summarily rejected.
- 31.8. The earnest money deposits may be forfeited:
 - 31.8.1. (a) If a Bidder:
 - Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
 - Does not accept the correction of errors pursuant to ITB Clause 40.2 or
 - 31.8.2. In the case of a successful Bidder, if the Bidder fails:
 - To sign the contract in accordance with ITB Clause 47; or
 - To furnish performance security in accordance with ITB Clause 48.
 - 31.8.3. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) are exempted from submitting the Tender Fee and EMD on submission of documents to the extent as per the Government of India rules. However, such exemption / relaxation will not be given to MSMEs in terms of pre-qualification / eligibility criteria (Experience, turnover and equipment etc.,).

32. Period of Validity of Bids:

- 32.1. The Tenderer should keep open the validity of the Bid for 90 days from the date fixed for its opening or from the date of its opening whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request in writing or by e-mail/ Fax by Employer is made before the expiry of the initial validity period of 90 days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of the Employer.
- 32.2. In case Employer asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 31 shall also be suitably extended.

33. Format and Signing of Bid:

- 33.1. Special care shall be taken to write/type the rates in the price schedule such a way that no interpolation is possible.
- 33.2. Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

D. Submission of Bids

34. Separate Bids Viz. Technical Bid and Financial Bid/ Bill of Quantities:

- 34.1. The Technical Bid containing all requisite enclosures are to be enclosed in "Techno Commercial Bid" duly signed along with official seal.

- 34.2. The Financial Bid / Bill of Quantity (BOQ) containing only bid rates and amounts against each service are required to be enclosed under “Financial/ price Bid / Bill of Quantity (BOQ)”.
- 34.3. Both the above bids are to be enclosed in one cover and to be submitted so as to reach at a time on or before the due date and time specified in the IFB. Tenderer should ensure that his tendered amount as per Financial/ price Bid/ Bill of Quantity (BOQ) are not mentioned in any other document directly or indirectly.
- 34.4. If any of the bids are not submitting properly as required, the said bids cannot be opened by the Employer and hence the bids cannot be considered. In such cases, Employer will assume no responsibility and hence the bidders shall take proper care and ensure that their bids are properly uploaded with all the requisite documents.

35. Deadline for Submission of Bids:

- 35.1. Bids must be submitted as specified under Invitation for Bids (IFB) not later than the time and date specified therein.
- 35.2. Employer may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 24, in which case all rights and obligations of the Employer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

36. Late Bids:

- 36.1. The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

37. Modification of Bids:

- 37.1. The Bidder cannot modify or withdraw its bid after due date & time of submission of the technical bids.

E. Opening and Evaluation of Bids

38. Clarification of Bids:

- 38.1. During technical evaluation of the bids, Employer may, at its discretion, ask the Bidder for a clarification about its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

39. Preliminary Examination:

- 39.1. Employer will examine the Techno Commercial/ Technical Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order, in line with the pre-qualification criteria given in IFB/NIT.
- 39.2. Employer may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 39.3. Prior to the detailed evaluation, pursuant to ITB Clause 40, the Employer will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions mentioned in the tender document, will be deemed to be a material deviation. Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.
- 39.4. If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

40. Evaluation and Comparison of Bids:

- 40.1. The Financial/Price bid/Bill of quantity (BOQ) of only those tenderers who have been qualified in the Technical Bid will be opened at a later date. The date and time of opening of Financial bid/Bill of quantity (BOQ) shall be notified by e mail.
- 40.2. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security shall be forfeited.

41. Contacting the Employer/ Dredging Corporation of India Ltd. (DCI):

- 41.1. From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact Employer on any matter related to the Bid, it should do so in writing.
- 41.2. Any effort by a Bidder to influence the Employer/ its representatives in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

42. Post – Qualification:

- 42.1. In the absence of pre-qualification, the Employer will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in the Bidding Document from the evaluation of the Techno-Commercial Bid.
- 42.2. The determination will consider the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information, as the Employer deems necessary and appropriate.
- 42.3. The Employer reserves the right to require any Bidder to submit a break-up of the submitted Price Bid with adequate justification for each component of the Price Bid. By downloading this Tender Document and/or agreeing to participate in the Tender, the Bidders agree to provide a breakup of the Price Bid submitted to the Employer at the instance or request of the Employer, failing which the Bid Documents qua such Bidder shall be considered non-responsive to the Tender and shall be liable to rejected.

43. Award Criteria:

- 43.1. Subject to ITB Clause 47, the Employer will award the contract to the successful Bidder whose bid has been determined to be the lowest evaluated bid. However, Employer reserves the right to accept or reject any bid as specified in Clause 45 of ITB.
- 43.2. **Parallel/Splitting Contracts:** Technically qualified diving firms in this tender will be empanelled with DCI at Kandla. If the L1 bidder explicitly states their inability to undertake diving or DCI determines their incapability, DCI reserves the right to execute the works through other technically qualified/empanelled firms at L1 rates. Such works will be distributed sequentially among L2, L3, L4, and so on, based on the timing of the requirement

44. Right to Vary Period of Contract at Time of Award

- 44.1. Contract period is 3 years from the date of issue of work order and extendable for further one year at the same rates, terms & conditions at the sole discretion of the Employer.
- 44.2. In case the contract is extended as per requirement, Employer may by written notice intimate the Contractor to extend the contract. For all extensions given by Employer, Contractor has to execute the work as per original contract price and as per Contract Conditions laid in Tender Document. Employer reserves right regarding giving extension/curtailment, deciding period of extension/curtailment and decision in the matter will be final, binding on the Contractor and will not be subjected to the Arbitration.

- 44.3. In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving 3 days notice. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 3 days' notice by the DCI Project Office Kandla, if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to its rights and remedies.
- 44.4. The finalized rates should be valid and operative during entire contract period, including extension, if any.
- 45. Right to Accept Any Bid and to Reject Any or All Bids:**
- 45.1. The EMPLOYER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without assigning any reason and without incurring any liability to the affected Bidder or Bidders.
- 46. Notification of Award:**
- 46.1. Prior to the expiration of the period of bid validity, EMPLOYER will notify the successful Bidder in writing by registered letter or fax/ e-mail, that its bid has been accepted.
- 46.2. The notification of award will constitute the formation of the Contract.
- 47. Signing of Contract:**
- 47.1. At the same time as the EMPLOYER notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement with EMPLOYER at his cost within 10 days after receipt of work order.
- 48. Performance Security:**
- 48.1. Within 10 days of the receipt of notification of award from the EMPLOYER, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to comply with the requirement of ITB Clause 47 or ITB Clause 48 shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.
- 49. Corrupt or Fraudulent Practices:**
- 49.1. The EMPLOYER requires that the Bidders/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the EMPLOYER defines, for the purposes of this provision, the terms set forth below as follows:
- 49.1.1. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- 49.1.2. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the EMPLOYER, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the EMPLOYER of the benefits of free and open competition;
- 49.2. Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 49.3. Employer will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by EMPLOYER if it at any time determines that the firm or company has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with EMPLOYER.

50. Punitive Provisions:

- 50.1. Without prejudice to and in addition to the rights of the Employer to other penal provisions as per the bid documents or contract, if the Employer concludes that a (prospective) bidder/ contractor directly or through an agent, has violated the code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following
- 50.2. If his bids are under consideration in any procurement:
 - 50.2.1. Forfeiture or encashment of bid security;
 - 50.2.2. Calling off of any pre-contract negotiations; and
 - 50.2.3. Rejection and exclusion of the bidder from the procurement process
- 50.3. If a contract has already been awarded:
 - 50.3.1. Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - 50.3.2. Forfeiture or encashment of any other security or bond relating to the procurement;
 - 50.3.3. Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- 50.4. Provisions in addition to above:
 - 50.4.1. Banning/ debarment of the bidder from participation in future procurements of the Employer for a period not less than one year;
 - 50.4.2. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - 50.4.3. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

51. General:

- 51.1. Bid Documents are not transferable.
- 51.2. Where the Bidder fails to enter a price or a rate in any, or part of the bills, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered into the other items in the Price Schedule.
- 51.3. The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 51.4. All Tender Documents shall be treated as private and confidential.
- 51.5. Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.32.6. All correspondences must be made to the “Dy. General Manager (Operations)/ Project Manager,1st Floor, Plot C-46, NU-10/B, Gayatri Mandir Road, Shaktinagar, Landmark: Oslo Circle, Gandhidham-370201.

SECTION-III - GENERAL CONDITIONS OF CONTRACT

52. Definitions:

52.1. In this Contract, the following terms shall be interpreted as indicated:

- “Corporation” means the Dredging Corporation of India Limited (DCIL).
- “MD & CEO” means the Managing Director and Chief Executive Officer of DCIL.
- “RGM, WRO Mumbai” means the Regional General Manager, Western Regional Office Mumbai.
- “PIC/ PM” means The Project Manager
- “PO Kandla” means the Project Office Kandla
- “The Contract” means the agreement entered into between DCIL and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- “The Contractor” means the individual or firm or company supplying the Services under this Contract and named in Scope of work.
- “The Services” means all of the services, which the Contractor is required to supply to DCIL under the Contract.
- “Work” means the Work to be executed in accordance with the Contract and includes authorized “Extra Works” and “Excess Works” and “Temporary Works”.
- “Specifications” means the relevant and appropriate Bureau of Indian Standard’s Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- “Engineer” means DCIL’s official who has invited the tender on its behalf and includes or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the “Engineer” so designated.
- “Engineer’s Representative” means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties of the Engineer.
- “Contractor” means the person or persons, firm or company who’s tender / offer has been accepted by DCIL and includes the Contractor’s Representatives, heirs, successors, and assigns, if any permitted by DCIL.
- “Excepted Risks” are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by DCIL of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- “GCC” means the General Conditions of Contract contained in this section.
- “SCC” means the Special Conditions of Contract contained in this tender
- “TS” means the Technical Specifications contained in this tender
- “Day” means calendar day.
- “DPA” means Deendayal Port Authority
- “DCIL” means Dredging Corporation of India Limited
- “Month” means the English calendar month.
- “Singular/Plural” Word importing the singular only, also includes the plural and vice-versa where the context so requires.

53. Standards:

- 53.1. The services provided under this contract shall conform to the Standards mentioned in “Technical Specifications”.

54. The Contract & General Obligations of Contractor:

- 54.1. Applicability of Laws on the Contract: The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Andhra Pradesh, India, including the following Acts.

- 54.1.1. The Indian Contract Act, 1872
- 54.1.2. The Major Port Authorities Act, 2021
- 54.1.3. The Employees Compensation Act, 1923
- 54.1.4. The Minimum Wages Act, 1948
- 54.1.5. The Contract Labour (Regulation & Abolition) Act, 1970.
- 54.1.6. The Dock Workers’ Act, 1948
- 54.1.7. The Indian Arbitration and Conciliation Act (1996)

54.2. Contractor to Execute Contract Agreement:

- 54.2.1. Within 10 days of receipt of work order, the Contractor shall, at his own expense, enter into and execute a Contract Agreement in Duplicate, to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term “Contract” here in before, shall collectively be the Contract.

54.3. Interpretation of Contract Document – Engineer’s Power:

- 54.3.1. Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any ambiguity, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract. And, failure to comply with such decisions shall attract actions as per Termination Clause 66.1.

54.4. Contractor Cannot Sub-let the Work:

- 54.4.1. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible for:
- 54.4.1.1. the acts, defaults and neglect of any sub-contractor, his agents, servants, or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and
 - 54.4.1.2. his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a “Piece rate” basis shall not be deemed to be subletting under this clause.

54.5. Contractors’ Price is Inclusive of All Costs:

- 54.5.1. Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/ Offer all operational expenses, such as hire charges of diving equipment and wages of manpower, overtime, batta and allowances, maintenance and mobilization/demobilization of equipment & manpower, port entry/exit passes and diving permissions, insurances for personnel and equipment, permits and licenses, consumables and materials, labour costs, miscellaneous expenses for port and customs formalities, transportation charges, all expenses related to working in-stream, anchorage, or mooring, taxes and levies, all expenses related to working in-stream, anchorage, or mooring excluding GST for the completion of work.
- 54.5.2. Rates quoted should be excluding GST.

- 54.5.3. Escalation is not applicable in quoted rate during the currency of contract including extension, if any. No other claim other than quoted rates is admissible for payment.
- 54.5.4. For any reason whatsoever, the contractor is unable to obtain any permissions for carrying out intended works and the Employer has made the required arrangements, then the cost incurred at actuals for the arrangements shall be recovered from the bills of the Contractor.
- 54.6. Safety Contractor is Responsible for safety of the dredgers/crafts including men and material:**
- 54.6.1. The Contractor shall be solely responsible for all adequacy, stability and safety of all site operations, even if any prior approval thereto has been taken from the Engineer or his Representative.
- 54.7. Contractor to Supervise the Works:**
- 54.7.1. Necessary and adequate supervision shall be provided by the contractor during execution of contract. The contractor or his competent and authorized agent or representative shall constantly be at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation specified in the Contract. The Contractor shall inform the Engineer or his Representative in writing about such representative / agent of him at site
- 54.8. Damages:**
- 54.8.1. Contractor is Responsible for all Damages to Other Structures/ Persons, caused by him in Executing the Work. The Contractor shall at his own protect and take all precautions in regard to the personnel or structure or services or properties belonging to the DPA/Employer and shall indemnify and keep indemnified the DPA/Employer against claim for injury, loss or damage caused by the Contractor in connection with the execution of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of insurance Cover, if any, taken by the Contractor shall not be reimbursed by the EMPLOYER, unless otherwise stipulated in the Contract. Contractor is deemed to indemnify DPA and the Employer for any of claim/loss/ damage to anybody including third party on account of his operations in the port waters as the case may be.
- 54.9. Fossils, Treasures, Troves etc. are EMPLOYER's property:**
- 54.9.1. The contractor shall immediately inform the Engineer's representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the EMPLOYER/ the Port and protect them from being damaged by his workmen and arrange for disposal of them at the Contractor's expense as per the instruction of the Engineers representative.
- 55. Indemnity:**
- 55.1. The Contractor shall indemnify and hold harmless the Employer/DPA, their personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:
- 55.1.1. bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution and completion of the Works and the remedying of any defects, unless directly attributable to any negligence, willful act or breach of the Award by the Employer/ DPA, their personnel, or any of their respective agents, and

- 55.1.2. damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss
 - 55.1.2.1. arises out of or in the course of or by reason of the execution and completion of the Works and the remedying of any defects, and
 - 55.1.2.2. is attributable to any negligence, willful act or breach of the Tender by the Contractor, the Contractor's personnel, their respective agents, or anyone directly or indirectly employed by any of them.

56. Performance Security:

- 56.1. Within 10 days after receipt of notification of award of the Contract, the Bidder shall furnish Performance Security to EMPLOYER for the amount specified in the Special Conditions of Contract.
- 56.2. The proceeds of the Performance Security shall be payable to the EMPLOYER as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 56.3. A sum equal to 5% of accepted contract value as illustrated in BOQ shall be deposited by the contractor by e-payment or by way of irrevocable, unconditional Bank Guarantee/Insurance Surety Bond from Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam and BG shall be as per Proforma enclosed. Bank Guarantee/ Insurance Surety Bond shall be valid till the completion of the contract including extended period if any, plus three months thereafter.
- 56.4. At the option of contractor, if EMD amount is paid to DCI by e-payment, same can be converted as part of Performance Security and balance performance security shall be submitted in the form of BG/e- payment to DCIL as per account details given.
- 56.5. In case the contract is further extended, sum equal to 5% of the contract value for the extended period of contract shall be deposited within 10 days after receiving a letter of extension of contract from EMPLOYER. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Project Manager. If Bank Guarantee is submitted against Performance Security, it should be valid till the completion of the contract including extended period if any, plus three months thereafter.
- 56.6. The performance security will be discharged by the EMPLOYER and returned to the Contractor not later than three months following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

57. Insurance:

- 57.1. Insurance of deployed equipment, men and material is completely on Contractor's responsibility.
- 57.2. The contractor shall without limiting his or the EMPLOYER's obligation and responsibilities, endorsement of Co-insurance and waiver of subrogation in favour of EMPLOYER and DPA to be issued.
- 57.3. The Contractor shall have insurance for the contractor's equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site.
- 57.4. The Contractor shall have insurance against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen)
- 57.5. The contractor shall notify the insurers of changes in the nature, extent or program for the execution of the works and ensure the adequacy of the insurance at all times.
- 57.6. If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the EMPLOYER, then and in any such case the EMPLOYER may effect and keep in force any such insurances and pay any premium as

may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.

- 57.7. In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify EMPLOYER against all losses and claims arising from such failure.

58. Payment:

- 58.1. The Contractor's request(s) for payment shall be made to the Project Manager, DCIL, Kandla in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 58.2. The Bill for Services rendered will be scrutinized by Project Manager, Kandla for releasing the same on monthly basis. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.
- 58.3. Payment to be made on monthly basis, within 60 days against invoice raised by the diving firm for the services rendered and the invoices will be scrutinized by Project Manager, DCIL. No cash payment or advance payment will be payable to the contractor. Bill will be processed only if submission/claim (that means Bill) by the Contractor is complete in all respects, the Bill/Invoices which are in-complete/defective/disputed or in respect which clarification has been sought by DCI, the above period of 60 days will be reckoned only after rectification/sorting out of the defects/dispute or giving clarifications, as the case may be, by the Contractor to the satisfaction of DCI. No claim including interest for delay in payment is acceptable to DCI for whatsoever reasons.
- 58.4. **Retention Money:** 5% of the bill value shall be deducted from each running bills subject to maximum of 5% of contract value and same shall be returned upon completion of the contract without any interest.
- 58.5. Except awarded rates for the work, no other claim from the contractor is admissible for whatsoever reasons may be during the currency of the contract. Contract will be operated on no work no pay basis.
- 58.6. Recoveries: On post-check of any bill, if any sum is found to be recoverable from the contractor the same shall be recovered from any sum due to the contractor against any bill of the contractor or from his security deposit and or from any other contract of the contractor with corporation and/or demand.
- 58.7. Payment will be released after effecting statutory deductions like TDS and GST TDS, PF etc. as applicable as per provisions of Income Tax Act, GST Act and Employees Provident Fund Act.
- 58.8. No interest will be payable on disputed payments, for any reason what-so-ever.

59. Prices:

- 59.1. Prices charged by the Contractor for Services performed under the Contract shall not vary from the prices agreed by the Contractor.

60. Change Orders:

- 60.1. The Employer may, at any time by a written order or an email given to the Contractor, make changes within the general scope of the Contract for the services to be provided by the Contractor.
- 60.2. If any such change causes an increase or decrease in the cost of or the time required for the Contractor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time for completion, or both and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the Employer's change order.

61. Contract Amendments:

61.1. Subject to GCC Clause 60, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

62. Assignment:

62.1. The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract except with the Employer's prior written consent.

63. Subcontracts:

63.1. The Contractor shall not subcontract any part of the work without prior written permission from Employer.

64. Delays in the Contractor's Performance:

64.1. The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Employer.

64.2. If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the Employer in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

64.3. Except as provided under GCC Clause 67, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC - Clause 65, unless an extension of time is agreed upon pursuant to GCC Clause 64.2 without the application of liquidated damages.

65. Liquidated Damages:

65.1. In the event of the contractor failing to mobilise the required divers along with labour (s) assistance as required by diving firm & diving equipment and commence the indented works or complete the indented work in all respects within the time specified as per the terms of the contract, hereof the contractor shall pay to recover a sum equal to 1% per week or part thereof the total value of the contract subject to maximum of 10% of the contract value as liquidated damages

65.2. Notwithstanding the payment of liquidated damages if any, this shall not relieve the contractor from his obligation to complete the work or from any other obligations / liabilities under this contract.

66. Termination for Default:

66.1. If the Contractor fails to carry out any obligation under the Tender, the Engineer may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

66.2. The Employer shall be entitled to terminate the Tender if the Contractor:

66.2.1. fails to comply with the provision of Performance Security

66.2.2. abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract;

66.2.3. Without reasonable excuse fails:

66.2.3.1. to proceed with the Works on the Works Commencement Date

66.2.3.2. to comply with a notice issued within 28 (twenty eight) days after receiving it

66.2.4. subcontracts the whole of the Works or assigns the Tender without the required agreement

66.2.5. becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against the Contractor, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its

- creditors, or if any act is done or event occurs which (under Applicable Laws) has a similar effect to any of these acts or events, or
- 66.2.6. gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
- 66.2.6.1. or doing or forbearing to do any action in relation to the Contract, or
- 66.2.6.2. for showing or forbearing to show favour or disfavour to any person in relation to the Tender; or
- 66.2.6.3. if any of the Contractor's personnel, agents or subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f); provided however that lawful inducements and rewards to Contractor's personnel shall not entitle termination
- 66.2.7. if a Force Majeure Event subsists for a period exceeding 180 (one hundred and eighty) days within a continuous period of 365 (three hundred and sixty-five) days.
- 66.3. In any of these events or circumstances, the Employer may, upon giving further 7 (seven) days' notice to the Contractor, terminate the Tender vis-à-vis the Contractor and expel the Contractor from the Site. However, in the case of Clause 66.2.2 above, the Employer may, by notice, terminate the Tender immediately.
- 66.4. The Employer shall be entitled to terminate the Tender, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 3 (three) days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security (after adjusting, if any). The Employer's election to terminate the Tender shall not prejudice any other rights of the Employer, under the Tender or otherwise.
- 66.5. Upon termination of the Tender under Clause 66.3 or 66.4 above, the Contractor shall: (i) cease all further work, except for such work as may have been instructed by the Engineer for the protection of life or property or for the safety of the Works; (ii) leave the Site and deliver any required Contractor's Equipment, all Contractor's Documents, and other design documents made by or for the Contractor to the Engineer. However, the Contractor shall use its best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any sub-contract, and (ii) for the protection of life or property or for the safety of the Works.
- 66.6. After termination, the Employer may complete the Works itself and/or arrange for any other entities to do so. The Employer and/or these entities may use any Contractor's Equipment, Contractor's Documents and other design documents made on behalf of the Contractor for the purposes of completion of the Works.
- 66.7. After completion of the Works, the Employer shall give notice that the Contractor's Equipment will be released to the Contractor at or near the Site. The Contractor shall promptly arrange the removal of such Contractor's Equipment, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, the Contractor's Equipment may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.
- 66.8. As soon as practicable after a notice of termination under Clause 66.3 or 66.4 has taken effect, the Engineer shall proceed to determine the value of the Works and any other sums due to the Contractor for work executed in accordance with the Tender.
- 66.9. After a notice of termination under Clause 66.3 or 66.4 has taken effect, the Employer may:
- 66.9.1. withhold further payments to the Contractor until the Costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other Costs incurred by the Employer, have been established, and/or
- 66.9.2. recover from the Contractor any losses and damages incurred by the Employer and any extra Costs of completing the Works, after allowing for any sum due to the Contractor under Clause 66.8 above. After recovering any such losses, damages and extra Costs, the Employer shall pay any balance to the Contractor.

67. Force Majeure:

- 67.1. "Force Majeure" means an event beyond the control of the Contractor and the Employer and not involving the Contractor and the Employer's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to
- 67.1.1. war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
 - 67.1.2. rebellion, terrorism, revolution, insurrection, military or usurped power or civil war;
 - 67.1.3. riot, commotion, disorder, strike or lockout by persons other than the Contractor's personnel and other employees of the Contractor and subcontractors;
 - 67.1.4. munitions of war, explosive materials, ionising radiation or contamination by radioactivity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
 - 67.1.5. natural catastrophes such as earthquake, tsunami, hurricane, typhoon or volcanic activity.
- 67.2. However, Force Majeure should not be used by a Party to attempt to escape liability for bad performance. If there is delay in performance or other failures by the Contractor to perform its obligation under the Tender due to event of a Force Majeure, the Contractor shall not be held responsible for such delays/failures.
- 67.3. If a force majeure situation arises, the Contractor shall promptly notify the Employer in writing of such conditions and the cause thereof within 21 (twenty one) days of occurrence of such event with reasonable evidence thereof. The Contractor shall, upon given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means of performance not prevented by the Force Majeure Event. The Contractor shall give notice to the Employer when it ceases to be affected by the Force Majeure Event.
- 67.4. Notwithstanding anything contained herein, if the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of force majeure for a period exceeding 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty-five) days, the Employer shall have the right to terminate the Tender qua the Contractor without any financial repercussion.

68. Resolution of Disputes:

- 68.1. If any dispute or difference of any kind whatsoever arises between Contractor and Employer in connection with or arising out of the Contract Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Departmental Resolution Committee nominated by Chief General Manager / Managing Director of DCI will try to resolve the dispute in an amicable way with the consent of DCI Management.
- 68.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either Contractor or Employer may give notice to the other party of its intention to commence arbitration/ judicial process, as hereinafter provided, as to the matter in dispute, and no arbitration/ judicial process in respect of this matter may be commenced unless such notice is given.
- 68.3. All disputes upto Rs.10.00 Cr (value of the dispute, but, not the value of the contract) shall be settled by arbitration under the provisions of Indian Arbitration and Conciliation Act-1996.
- 68.4. Each party shall appoint an arbitrator and Arbitrators so appointed shall appoint a third Arbitrator who shall be the Presiding Arbitrator and the award of Arbitrators shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996). The Arbitrators shall give a reasoned award within six months from the date of the appointment of the 3rd Arbitrator. The contract

shall be governed by Indian Laws. The dispute arising out or under the contract will be subject to the exclusive jurisdiction of the Courts at Visakhapatnam only.

- 68.5. The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment

69. Governing Language:

- 69.1. The contract shall be written in English. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English only.

70. Applicable Law:

- 70.1. The Contract shall be interpreted in accordance with the laws of India.

71. Compliance with Statutory Requirements:

- 71.1. The contractor shall at all times during the continuance of the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re-enactment of state or central government and other local authorities and any other enactments and acts that may be passed in future either by the state or the central government or local authority including Indian Employees Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act and other Maritime Legislations / Rules / Regulations etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep the Employer indemnified in case any proceedings are taken or commenced by any authority against Employer for any contravention of any of the Laws, Bye-laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Employer is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, the Employer shall be entitled to deduct the same from any monies due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the Employer is required or called upon to pay or reimburse on behalf of the contractor.

72. Taxes and Duties:

- 72.1. Bills/Invoices will be settled including GST and paid upon submission of proof of payment of GST for the previous bill and filing of returns.
- 72.2. Contractor has to ensure that they should file the GST return on time to avail input Tax credit; else the same shall be deducted from the running bills/any other sum due to the contractor
- 72.3. The contractor shall pay all taxes, levies, duties, etc. excluding applicable GST which he/she may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of tender in respect of or in accordance with the execution of contract.
- 72.4. In case of delay in execution by contractor, if there is any increase in the rate of GST and/or there is imposition of any new GST by statutory authorities, DCIL shall restrict the payment of GST, as prevalent on the scheduled delivery/ completion period only, as mentioned in the Contract and amendment(s) there to.
- 72.5. However, if any new taxes and/or increase/decrease in existing taxes and duties are imposed subsequently by Central/State Government, the same will be applicable to this contract during the contract period
- 72.6. GST registration number of the contractor & DCIL shall be printed on the bill voucher. GST component should be shown separately on the bill which is only payable by DCIL.

73. Income Tax & GST TDS Deduction/Tax deducted at source:

73.1. Deduction of Income Tax & TDS on GST shall be made from any amount payable to the contractor as per the relevant provisions of the Income Tax Act or as applicable from time to time.

74. Employment of Relatives:

74.1. The bidder shall enclose a certificate that “he/she is not related to any officer of the Dredging Corporation of India Limited or any other officer of the rank of Under Secretary or above in the Ministry of Shipping, Government of India”. The bidder shall also furnish a declaration along with his tender enclosing the names of the relatives who are employed in DCI.

75. Notice to Contractor:

75.1. Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor’s Site Office or in case of EMPLOYER’s enlisted Contractor to the address as appearing in the EMPLOYER’s Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch. Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor if it is sent through email. Contractor shall not change his email id from what he has notified in the Vendor Code Creation Form and EMPLOYER shall not be responsible for any consequences for any change of email id by the Contractor.

76. Notices

76.1. Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by e-mail or Fax and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

76.2. A notice shall be effective when delivered (email) or on the notice’s effective date, whichever is later.

76.3. If the contractor abandons the contract or fails to commence the work without valid reasons or unable to maintain sufficient progress as per the agreed program, Employer may after giving 5 days’ notice in writing to the contractor, carry out the remaining work in full or part as deemed necessary at the cost and risk of the contractor. The cost incurred due to the contractors default as above or any other sum pending/ to be recovered, will be deducted/ recovered from any payment/sum due or becomes due to the contractor from this contract or from any other contract without prejudice to any other method of recovery.

SECTION - IV - SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

77. Scope of Work:

77.1. In broad (Overall): Carrying out underwater diving inspection onboard DCI Dredgers at Deendayal Port Authority, Kandla whenever called upon, for a period of 3 years and extendable for one more year at the discretion of DCI and as per requirement, at the same rate, terms & condition

77.2. In Specific (BOQ item wise):

Sl.No.	Description
1.	Standby charges for divers (2 personnel) along with labour (s) assistance as required by diving firm & diving gear complete in all respects. The rate quoted shall be inclusive of all running expenses such as hire, wages, OT, batta, maintenance, mobilization de-mobilization, port entry/exit passes, diving permissions, insurances for manpower & equipment, all sort of permissions, all consumables, all taxes & levies etc., excluding GST. The standby charges shall be applicable per day of 24 Hrs or prorata basis when there are no diving operations carried out.
2.	Carrying out diving operations onboard DCI Dredger on day basis at Deendayal Port Authority, Kandla, which includes inspection of the hull, sea chests, propellers, rudders, bow thrusters and bottom doors, blanking/plugging/de-plugging of jet suction & discharge mouth, others etc., cleaning of the ship's bottom, sea chests, gratings, rope guard and removal of any underwater obstructions such as fishing nets, polypropylene (PP) ropes, similar debris etc., and submission of detailed report upon completion of the work.
3.	Carrying out diving inspection onboard DCI Dredger with videography on call basis at Deendayal Port Authority, Kandla, which includes inspection of entire ship's bottom, Port and Starboard Forward and Aft sea-chests and gratings, Controllable Pitch Propellers (CPP), with all blades of each propeller, both rudders, Port and Starboard stern tubes, Bow thruster tunnels and propellers, all bottom doors and opening, and submission of 4-sets of recorded audio-video footage as well as IRS endorsed In-water Survey/Diving report in DVD/Pendrive upon completion of the work.

77.3. Work requirement:

77.3.1. In broad (Overall):

77.3.1.1. The services of the diving team shall be made available on an "as and when required" basis, depending on operational and work requirements of the dredger. The diving firm must be able to mobilize within short notice (typically within 24–48 hours) upon intimation by DCI, Kandla or its authorized representative.

77.3.1.2. There should be minimum two divers along with labour assistance as required by diving firm for any operation for safety reasons along with diving equipment's (i.e. among the group of divers on the site, one diver should be always standby on the dredger/boat etc.).

77.3.1.3. The works shall be carried out under the guidance and instructions of vessel's staff.

77.3.1.4. Routine boat shall be provided by DCI to reach the dredger from the jetty/berth, DPA, Kandla to the other jetty or inner mooring or outer anchorage as the case may be. The arrangements such as transit of divers, manpower & equipment, Port

passes, loading & unloading of the diving materials onto the boat, shall be made by the diving firm.

- 77.3.1.5. The diving work will be carried out as per IS: 10291-1982 i.e. safety code for dress divers.
- 77.3.1.6. The diving team shall consist of sufficient highly skilled manpower having adequate experience of underwater inspection/work.
- 77.3.1.7. The rates quoted shall be inclusive of cost of labour, materials, consumables, miscellaneous expenses towards port & custom formalities for port in & out at Kandla, to & fro transportation charges, mobilization & demobilization charges for men & material to/from vessel inside port & back, necessary diving permissions from Port. all other expenses which are likely to be incurred by you, any other taxes including allowances towards working in stream/anchorage/mooring/ overtime, exclusive of GST.
- 77.3.1.8. All in-way jobs, access works, preparatory jobs, any unforeseen and other associated jobs to be considered/anticipated, while quoting for the work. No extra cost for the above will be paid. Hence, the rates offered should consider all the above.
- 77.3.1.9. The diving firm will be fully responsible for the safety of all persons engaged by him and shall strictly observe all the necessary safety precautions and regulations applicable to the particular type of work. The diving firm shall arrange to take proper insurance coverage for the personnel employed by him and for the equipment used for carrying out the diving work. The diving firm should check his equipment to ensure safety of his personnel and property.

77.3.2. In Specific (item wise):

- 77.3.2.1. Standby charges for divers (2 personnel) & diving gear complete in all respects. The diving firm shall be given a notice period of 24 – 48 Hrs with tentative date of diving operations required. The diving firm shall make arrangements for all running expenses such as hire, wages, OT, batta, maintenance, mobilization demobilization, port entry/exit passes, diving permissions, insurances for manpower & equipment, all sort of permissions, all consumables, all taxes & levies etc. The standby charges shall be applicable per day of 24 Hrs or prorata basis when there are no diving operations carried out.
- 77.3.2.2. Carrying out diving operation onboard DCI Dredgers at Deendayal Port Authority, Kandla and submission of a detailed inspection report upon completion of the work:
- 77.3.2.2.1. The diving team shall carry out the following jobs as per the instructions of DCI/ship staff:
- conduct a visual inspection of the hull, sea chests, propellers, rudders, bow thrusters and bottom doors
 - blanking/plugging/de-plugging of jet suction & discharge mouth, others etc
 - underwater cleaning of the ship's bottom, sea chests, gratings, rope guard and removal of any underwater obstructions such as fishing nets, polypropylene (PP) ropes, similar debris etc.,
 - submission of detailed report upon completion of the above work.
- 77.3.2.2.2. The diving firm is required to carry out all or any of the above jobs, as per the requirement submit the comprehensive diving report.
- 77.3.2.3. Carrying out diving operations onboard DCI Dredgers with videography at Deendayal Port Authority, Kandla and submission of a detailed inspection report & video.
- 77.3.2.3.1. The underwater inspection of the vessel shall be under the direct supervision of an IRS Surveyor/DCI vessel's staff and in accordance

with their instructions. As per established practice, live audio-video CCTV footage must be provided for real-time viewing by the Surveyor, covering the following critical areas to their satisfaction:

- Entire ship's bottom
- Port and Starboard Forward and Aft sea-chests and gratings
- Controllable Pitch Propellers (CPP), with all blades of each propeller
- Both rudders
- Port and Starboard stern tubes
- Bow thruster tunnels and propellers
- All bottom doors and openings

77.3.2.3.2. The footage should be clear and comprehensive to facilitate proper assessment and verification of the vessel's underwater structure and appendages.

77.3.2.3.3. Any sea growth or obstructions found during this indented job shall be removed at no extra cost.

77.3.2.3.4. On satisfactory completion of the job, detailed in-water survey report to be prepared and submitted to the vessel after IRS surveyor's endorsement. DCI can arrange to get the survey report endorsed from IRS. 4-sets of recorded audio-video footage as well as IRS endorsed In-water Survey/Diving report in DVD/Pendrive to be handed over to DCI/Master of the vessel.

77.3.2.3.5. The work is considered as COMPLETED when the IN-WATER SURVEY as well as associated underwater works, as per instructions of IRS surveyor is completed satisfactorily including submission of 04-sets of the DVD/Pendrive (with audio-video recorded footage) as well as 04-sets (hardcopies) of IRS surveyor endorsed Underwater inspection with videography report to DCI/Master.

77.3.2.3.6. The camera must have a resolution of minimum 1080p, minimum illumination of 0.01 LUX, latency of less than 200. The inspection shall be carried out under the guidance and instructions of vessel's staff.

77.3.2.3.7. All necessary underwater equipment's, CCTV, etc and other ancillaries/ equipment's including breathing air bottles & apparatus, cables, hoses, fittings & mountings, etc., will have to be arranged by the service provider only.

78. The diving firm is to be registered with at Deendayal Port Authority, Kandla for carrying diving related activities.
79. The diving services shall be availed on "as and when required basis", as per the requirement of DCI and suitable notice period (typically 24 – 48 Hrs) shall be given to the diving firm.
80. Quantity mentioned above is indicative only and is subject to vary as per the actual requirement. Payment will be made for the actual number of items executed. The contractor should invariably quote for all the items in BOQ. If not so, the quote will not be taken into considered.
81. The Price Schedule Format shall not be tampered/altered. Incomplete/Partial Quoted Bid will be rejected. Proper care to be taken to avoid overwriting, mistakes etc., as far as practicable, if any such thing comes shall have to be attested by diving firm.

DREDGING CORPORATION OF INDIA LIMITED
NIT No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025

82. In case of curtailment of the contract period, the contractor shall be informed of the same in advance by serving 3 days' notice of termination. In either case the contractor shall not have any additional claim whatsoever. Contract shall be terminated by giving 3 days' notice by DCIL, if the services of the contractor are found to be inadequate or unsatisfactory or in violation of the terms/conditions of the contract, without prejudice to its rights and remedies.
83. In the event of early completion, temporary suspension of dredging/project works/or closure of Project Office, Kandla, the services shall be suspended/re-commenced by giving 3 (three) days' notice to the contractor.
84. With regard to extension period if any, a work extension order will be issued with a notice period of (07) seven days, at the sole discretion of DCI, at the same rates, terms & conditions.
85. The contractor should pay the minimum wages, bonus, medical expenses, over time, holiday wages, if any, to the labourers engaged for this work and comply with all the applicable & necessary provisions of Minimum Wages Act. The rates quoted are deemed to have included all the above provisions and no extra claim or whatsoever will be admitted. The contractor shall ensure that regular and timely remittances are made by them during the contract period towards Provident Fund (PF) contribution to the appropriate authorities pertaining to all his workmen and produce the receipt obtained from PF authority to this effect to confirm the remittance without which, bills will not be processed for payment.
86. The contractor and his employees should strictly follow precautionary measures for any epidemic/pandemic and shall comply central/state rules & regulations pertaining to any other epidemic/pandemic.
87. If the performance is not satisfactory, the contractor will be notified in writing of the poor performance to correct it or to and in case the contractor fails to improve the performance of the services, the DCI reserves the right to cancel the contract immediately after expiry of notice period and the Performance Security may be forfeited.
88. If any sum recoverable from the contractor, the same shall be recovered from the sum due to the contractor against any bills of the contractor and/or from his security deposit/performance security or from any sums payable from other contracts with Corporation and shall be paid on demand as debt due to the Corporation.
89. The rate quoted vide schedule of the tender by the Tenderer is subject to conditions mentioned in general conditions, special conditions, memorandum, Notice Inviting Tenders and other details enclosed in the tender documents.
90. Prior to commencement of work, contractor has to submit authorization for his persons for signing of bills/invoices, correspondences, letters, etc.
91. This quantity mentioned is only indicative does not form any basis of dispute. DCI will not entertain any queries in this regard. The above scope of documentation work mentioned is illustrative and not exhaustive. The actual work shall include all necessary work associated as per the requirement. The contractor should note that the quantity of boats to be handled as given above is only indicative. DCI gives no guarantee about the definite volume of work to be entrusted with the contractor at any time or even throughout the tenure of the contract.

92. DCI reserves the right to operate all or any of the below BOQ items, as per DCI requirement.
93. **Failure of the Contractor (Risk & Cost):** If the contractor abandons the contract or fails to commence the work without valid reasons or is unable to maintain sufficient progress as per the agreed programme, or no replacement is made by the contractor within reasonable time and work completion gets delayed or there is failure of the contractor to supply the service within stipulated time as per DCI supply order, or loss or damage is suffered by DCI or its clients, DCI may give 5 days' notice to rectify the works. If the rectification of said work is not taken care of as per terms and conditions of contract to the satisfaction of DCI, apart from forfeiture of Performance security and security deposit, the balance work in full or part as deemed necessary, shall be carried out at the risk and cost of the contractor. In this regard the total expenditure incurred will be deducted from the bills/balance amounts due to the contractor. If the total expenditure is more than the bills/balance amounts due to the contractor, then after adjustment from the bills/balance amounts due, the remaining is to be borne by the contractor and will be recovered from the contractor any amounts payable to the contractor from DCI and /or as debt due.
94. **Safety:**
- 94.1. The contractor is responsible for taking precautionary measures and safety for all the men working under him throughout the contract period. DCI shall not be liable for any damage or compensation or what so ever payable by law consequent to any accident or injury to any workman or other persons employed by the contractor and the contractor shall indemnify and keep DPA/DCI indemnifying against all such damages or compensation and against all claims, damages, proceedings, cost, charges and expenses or whatsoever in respect thereof or relating thereto. Responsibility arising due to any compensation etc., lies entirely on the part of the Contractor.
95. It shall be the responsibility of the Contractor to obtain all licenses, permits and permissions, for the use of marine radios, walkie-talkies, radio positioning systems, satellite phones, for placing of onshore, offshore and underwater beacons and marker buoys, and for giving the proper statutory notices for all maritime operators. The costs of such licenses, permits and notices are to be borne by the Contractor, and shall be deemed to be covered by the rates and prices quoted.
96. **Correspondence:** All correspondence during execution of the contract must be made to the DCI Project Manager at DCI Project Office Kandla with copy to Regional General Manager (RGM), Western Regional Office (WRO), Mumbai.
97. **Contractor's site office, accommodation, watch-&-ward security:** The contractor shall have to make their own arrangements to have site office, accommodation for their personnel, etc., with all requirements including watch-&-ward security during the entire contract period including extended period and the cost towards the same shall be deemed to be inclusive in the rates quoted.
98. The necessary clearance from DPA and other statutory agencies/ authorities with regard to entry/exit of the launch(es)/ boat(s) shall be to the account of contractor during entire contract period/extended period if any. DCIL will only provide necessary documentary assistance for recommending to obtain such permissions, wherever applicable.
99. No price variation charges are payable during the contract period, including extension if any.

100. Provident Fund Contributions: The bidder shall process an independent PF Code number obtained from the PF Commissioner concerned and submit the photocopy of the same along with the tender. If the same is not submitted with the tender, the bidder shall obtain the same and produce to Employer before the issue of the work order. An undertaking / declaration on the firm's letter head, duly signed with office seal by the authorized signatory of the firm shall be submitted in case of non-applicability of PF Registration for the firm.

101. Sunken Equipment:

- 101.1. If any equipment (floating or otherwise) belonging to the Contractor or his service provider or any material or things therein or thereafter sink from any cause whatsoever, it shall immediately be reported by the Contractor to the Competent Authority and Contractor shall forthwith at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as Port/Employer may direct.
- 101.2. The fact that the sunken equipment, material or things are insured or have been declared a total loss or do not represent any further value shall not absolve the Contractor from his obligations under this clause to raise and remove the same.
- 101.3. Until such sunken equipment, material or things have been raised and removed, the Contractor shall set such buoys and display at night such lights and do all such things for the safety as may be required by the Competent Authority/Port/Employer.
- 101.4. In the event of the Contractor not carrying out the obligations imposed upon him by this Clause, the Port/Employer may cause to set buoys and display at night lights on such equipment and raise and remove the same without prejudice to the right of the Port/Employer to hold the Contractor liable and all expenses and consequences thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from him as a debt by the Port/Employer or may be deducted by the Port/Employer from any money due or which may become due to the Contractor.

SECTION - V - TECHNICAL SPECIFICATIONS

As specified in Scope of Work under Special Conditions of Contract (SCC)

SECTION - VI - SAMPLE FORMS

Notes on the Sample Forms

1. The Bidder shall complete and submit with its Techno-Commercial bid the Bid Form.
2. The Price Schedules shall be submitted only along with the Financial/ Price Bid (BOQ).
3. The Proforma for Bank Guarantee for Earnest Money Deposit duly filled in should be submitted along with the Techno-Commercial Bid.
4. The Contract Form, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections, acceptable deviations etc.
5. The Performance Security form should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security in accordance with one of the forms indicated herein or in another form acceptable to the DCI.
6. The Qualification Requirements form should specify, for example, requirement for a minimum level of experience in providing services in a similar type of activity for which the Invitation for Bids is issued.
7. Vendor Code Creation Form (Pan No. GST No. & Bank details, etc.)
8. Integrity Pact

DREDGING CORPORATION OF INDIA LIMITED
NIT No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025

Form No.1: Bid Form

Date: _____

To:
Dy. General Manager (Operations)/ Project Manager,
1st Floor, Plot C -46, NU-10/B, Gayatri Mandir Road,
Shaktinagar, Landmark: Oslo Circle, Gandhidham-370201.
Gentlemen:

Having examined the bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of services] in conformity with the said bidding documents for the sum or such other sums as may be ascertained in accordance with the Schedule of Prices submitted separately as a Price Bid and made part of this Bid.

We undertake, if our Bid is accepted, to provide the services in accordance with the schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in the document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

If our bid is accepted, we are to be jointly and severally responsible for the due performance of the Contract. We also declare that the party/firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking. Any such discovery by Employer at any stage of the tender / contract may result in disqualification of the firm or cancelation of the contract.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as specified in the bidding documents.

Dated this _____ day of _____ 2025.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Form No.2. PRICE SCHEDULE
PREAMBLE TO PRICE BID

1. The items given in the Bill of Quantities are for “Carrying out underwater diving inspection onboard DCI Dredgers at Deendayal Port Authority, Kandla whenever called upon, for a period of 3 years”
2. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause.
3. No other charges, other than those specified in the tender conditions shall be payable.
4. The rates quoted shall be inclusive of cost of labour, materials, consumables, miscellaneous expenses towards port & custom formalities for port in & out at Kandla, to & fro transportation charges, mobilization & demobilization charges for men & material to/from vessel inside port & back, necessary diving permissions from Port. all other expenses which are likely to be incurred by you, any other taxes including allowances towards working in stream/anchorage/mooring/ overtime, exclusive of GST.
5. The rates remain firm throughout the contract period and no escalation is applicable.

DREDGING CORPORATION OF INDIA LIMITED
NIT No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025

Bill of Quantities (BOQ)

Name of the work: Carrying out underwater diving inspection onboard DCI Dredgers at Deendayal Port Authority, Kandla whenever called upon, for a period of 3 years.

Tender No. DCI/PO Kandla/OPS/Diving/2025-26

Date: 30-09-2025

S.No.	Description	Unit	Qty	Rate	Amount
01.	Standby charges for divers (2 personnel) & diving gear complete in all respects.	Per Day of 24 Hrs or prorate	36		
02.	Carrying out diving operation onboard DCI Dredgers at Deendayal Port Authority, Kandla which includes general inspection, blanking/plugging/de-plugging of jet suction & discharge mouth, others etc., cleaning of the ship's bottom, sea chests, gratings, rope guard and removal of any underwater obstructions and submission of a detailed diving report upon completion of the work.	Per Day of Diving	72		
03.	Carrying out diving inspection onboard DCI Dredger with videography on call basis at Deendayal Port Authority, Kandla, which includes inspection of entire ship's bottom, Port and Starboard Forward and Aft sea-chests and gratings, Controllable Pitch Propellers (CPP), with all blades of each propeller, both rudders, Port and Starboard stern tubes, Bow thruster tunnels and propellers, all bottom doors and opening, and submission of 4-sets of recorded audio-video footage as well as IRS endorsed In-water Survey/Diving report in DVD/Pendrive upon completion of the work.	Per Call	3		

Totals

1. Standby charges are applicable from the date of deputation of divers onboard to till completion of indented jobs onboard.
2. The standby charges shall be applicable per day of 24 Hrs or prorate basis when there are no diving operations carried out.
3. The quantities mentioned above are only indicative and may increase/decrease as per the requirement of DCI.

DREDGING CORPORATION OF INDIA LIMITED
NIT No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025

Form No. 3. BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No. _____

Date: _____

To
Dy. General Manager (Operations)/ Project Manager,
1st Floor, Plot C -46, NU-10/B, Gayatri Mandir Road,
Shaktinagar, Landmark: Oslo Circle, Gandhidham-370201.

WHERE AS _____(hereinafter) called “the Tenderer” has submitted its tender dated _____ for the execution of “Carrying out underwater diving inspection onboard DCI Dredgers at Deendayal Port Authority, Kandla whenever called upon, for a period of 3 years” (hereinafter called “the Tender”) in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, H.B. Colony Main Road, Seethammadhara, Visakhapatnam – 530 022 hereinafter called the “CORPORATION”.

KNOW ALL MEN by these presents that we, (Bankers full address)

(Hereinafter called “the Bank” is bound unto the Corporation for the sum of R. _____ /- (Rupees _____ Only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender
 - a. during the period of Tender validity specified in the Tender, or
 - b. having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity,
2. Fails or refuses to submit the Performance Security /execute the Agreement.

We undertake to pay to the Corporation up-to the above amount upon receipt of his first written demand, without the Corporation having to substantiate his demand, provided that in his demand the Corporation will note that the amount claimed by him is due to him owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs...../- (Rupeesonly) and will remain in force up to thirty (30) days beyond the validity of the bid, and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated _____ day of _____ 2025
For

(Indicate Name of the Bank)

DREDGING CORPORATION OF INDIA LIMITED
NIT No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025

Form No. 4: FORM OF CONTRACT AGREEMENT

This agreement made this _____ day of _____, 2025 BETWEEN the DREDGING CORPORATION OF INDIA LIMITED , a body corporate under the Companies Act, 1956 having its registered office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A&2B, Laxmi Nagar District Center, DELHI – 110 091, India (Hereinafter called “the Employer”, “which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the One Part AND _____

(name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (Hereinafter called the “CONTRACTOR” which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part.

WHEREAS the “Employer” is desirous of “Carrying out underwater diving inspection onboard DCI Dredgers at Deendayal Port Authority, Kandla whenever called upon, for a period of 3 years” and the Contractor has offered to “Carrying out underwater diving inspection onboard DCI Dredgers at Deendayal Port Authority, Kandla whenever called upon, for a period of 3 years”

AND WHEREAS the CONTRACTOR has deposited a sum of Rs. _____ (Rupees _____ Only) as Performance Security in the form of _____ for the due fulfillment of all the Conditions of the Contract:

NOW THIS AGREEMENT WITNESSETH as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract (Tender No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025) hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - The Contract Agreement dated _____
 - The Letter of Acceptance / Work Order
 - The Tender submitted by the Contractor
 - Instructions to Tenderer
 - Conditions of Contract
 - Specification for the Works
 - Price Bid
 - Integrity Pact
 - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).
3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the “Contract Price” of Rs. _____ (Rupees _____) at the times and in the manner prescribed by the Contract.

DREDGING CORPORATION OF INDIA LIMITED
NIT No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025

IN WITNESS whereof the parties hereunto have set their hands and seals the day and year first above written.

Signed and sealed by:

CONTRACTOR

EMPLOYER

Signature :

Signature :

Name :

Name :

Designation :

Designation :

Seal :

Seal :

In the presence of

Witness

Signature :

Signature :

Name & Address :

Name & Address :

Form No. 5: FORM OF BANK GUARANTEE
(in lieu of Performance Security)

Bank Guarantee No.:

Date:

To
Dredging Corporation of India Limited
Dredge House, HB Colony,
Seethammadhara,
Visakhapatnam – 530022

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Head office, H.B. Colony Main road, Seethammadhara, Visakhapatnam – 530 022 India (herein after called the “DCI”) having agreed to exempt M/s. _____ having its Registered Office at _____ (herein after called the said “Contractor” from the demand under the terms and conditions of an Agreement/Contract/Work Order dated _____ made between DCI and Contractor for “Carrying out underwater diving inspection onboard DCI Dredgers at Deendayal Port Authority, Kandla whenever called upon, for a period of 3 years” (herein after called the said “Agreement”), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ Only)

We _____ (Hereinafter referred to as “the Bank” (indicate the name of the Bank) at the request of M/s. _____ (Contractor) do hereby undertake to pay to the DCI an amount not exceeding Rs. _____ (Rupees _____ Only) against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We, _____ (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the DCI without reference to the Contractor and the demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ Only).

3. We undertake to pay to the DCI any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, _____ (Indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly

DREDGING CORPORATION OF INDIA LIMITED
NIT No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025

discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on _____, we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ (Indicate name of the bank) further agree that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. The performance security will be discharged by the DCI and returned to the Contractor not later than 60 (Sixty) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the contract.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

7. We, _____ (Indicate name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DCI in writing.

8. This guarantee will remain in force until _____. All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgement. Notwithstanding what is stated above, our liability under this guarantee will be limited to Rs. _____ (Rupees _____ Only).

Dated the _____ day of _____ 2025.

Form No.6: Qualification Requirements

- A. Proof of registry with Deendayal Port Authority for carrying diving in Kandla waters.
- B. Financial Qualification:
The bidder should furnish
- a. Audited balance sheet and Profit & Loss Account for the last three years as required under ITB.
- C. Technical Qualification:
The documentary evidence of bidder's technical competence should include the Certificates from Employers for having successfully completed works of similar nature. The certificate should include the following information:
- Brief description of the work
 - Actual executed contract amount
 - Period of work/date of completion of contract

DREDGING CORPORATION OF INDIA LIMITED
NIT No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025

Form No. 7: Declaration by the Bidders

Date: _____

To:

Dy. General Manager (Operations)/ Project Manager,
1st Floor, Plot C -46, NU-10/B, Gayatri Mandir Road,
Shaktinagar, Landmark: Oslo Circle, Gandhidham-370201.

Dear Sir,

Sub: Declaration from the Bidder.

Ref: Tender Reference No. _____

This is with reference to the above-mentioned Tender document.
We hereby make the following declarations:

1.	No alteration has been made in any form in the downloaded Tender document.
2.	I / We have not been banned or delisted by any Government or quasi Government agency or public sector undertaking.
3.	I / We accept the payment terms of General & Special Conditions of Contract.
4.	I / We provide our acceptance to all Tender Terms and Conditions.
5.	I / We provide our acceptance to all Tender Terms and Conditions.
6.	I / We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily.
7.	I / We agree to disqualify us from this tender and black list us for tendering in DCIL projects in future, if it comes to the notice of Employer that the documents/submissions made by me/us are not genuine and or incomplete information.

Yours faithfully,

(Signature of the Bidder with Official Seal)

SECTION - VII CHECK LIST FOR TECHNO-COMMERCIAL BID

1. A Bid Form except the Price Schedule.
2. A list of works tendered for and in hand/being executed as on the date of submission of tender.
3. Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of:
 - a. Proof of registry with Deendayal Port Authority for diving in Kandla waters.
 - b. Audited balance sheet and Profit Loss Account for the last three years;
 - c. Certificate from Employers for having successfully completed works of similar nature.
4. Earnest money deposit in the form of e-challan or Bank Guarantee or Insurance Surety Bond
5. Payment challan of Tender document fees.
6. PAN Number
7. Registration with Provident Fund Authorities
8. Vender Code Creation Form
9. Integrity Pact: The Integrity Pact has been included to the subject Tender and is to be signed on Rs.100/- non-judicial stamp paper and submitted by the Bidders in 02 (Two) sets as per the Format given. This Integrity Pact will form part of the Tender Document.
10. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
11. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
12. Information regarding any current litigation in which the tenderer is involved.
13. The bidder shall have to submit Annexures in firm's letter head, duly signed with office seal.
14. Downloaded Tender Document duly signed on all the pages by tenderer.

PROFORMA – Declaration of Relatives

Date: _____

To
Dy. General Manager (Operations)/ Project Manager,
1st Floor, Plot C -46, NU-10/B, Gayatri Mandir Road,
Shaktinagar, Landmark: Oslo Circle, Gandhidham-370201.

Sir,

Sub: Carrying out underwater diving inspection onboard DCI Dredgers at Deendayal Port Authority, Kandla whenever called upon, for a period of 3 years – Reg.

A. With reference to your Tender No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025 and as per Instructions to Bidders of Contract, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Ports, Shipping and Waterways, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

‘or’

B. We hereby certified that my relative(s) working as Officer in Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India are given below:

1.
2.
3.
4.

Thanking you,

Yours faithfully,

*Strike out ‘A’ or ‘B’, whichever is not applicable.

DREDGING CORPORATION OF INDIA LIMITED
NIT No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025

Annexure-II

PROFORMA- Confirmation of having not made any payment

Date: _____

To
Dy. General Manager (Operations)/ Project Manager,
1st Floor, Plot C -46, NU-10/B, Gayatri Mandir Road,
Shaktinagar, Landmark: Oslo Circle, Gandhidham-370201.

Sir,

Sub: Carrying out underwater diving inspection onboard DCI Dredgers at Deendayal Port Authority, Kandla whenever called upon, for a period of 3 years. – Reg.

- A. With reference to your Tender No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025 and as per Instructions to Bidders of Contract, we hereby undertake that, we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and we have not committed any offence under the Prevention of Corruption Act in connection with the bid.
- and,
- B. As per Instructions to Bidders of Contract, we hereby certify that we have nothing to disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

PROFORMA – Declaration of Litigation

Date: _____

To
Dy. General Manager (Operations)/ Project Manager,
1st Floor, Plot C -46, NU-10/B, Gayatri Mandir Road,
Shaktinagar, Landmark: Oslo Circle, Gandhidham-370201.

Sir,

Sub: Carrying out underwater diving inspection onboard DCI Dredgers at Deendayal Port Authority, Kandla whenever called upon, for a period of 3 years – Reg.

A. With reference to your Tender No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025, we hereby certify that, we do not have any current litigation with any party/firms.

‘or’

B. We hereby certify that presently we are having litigation with the following party/firms:

1.
2.
3.
4.

Thanking you,

Yours faithfully,

*Strike out ‘A’ or ‘B’, whichever is not applicable.

DREDGING CORPORATION OF INDIA LIMITED
NIT No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025

Annexure-IV

VENDOR CODE CREATION FORM

1. Vendor Details		
a)	Name of the Vendor	:
b)	Address	:
c)	Place of Registration	:
d)	Principal place of business	:
e)	Email ID	:
f)	Contact No.	:
2. <u>Taxation and Other Registration Details (Supporting copies need to be attached)</u>		
a)	PAN No.	:
b)	GSTIN	:
c)	Type of Vendor	: Registered / Unregistered / Composite Dealer (Tick whichever is applicable)
3. <u>Bank Details (Copy of cancelled cheque needs to be attached)</u>		
a)	Bank Name, Branch & City	:
b)	Bank Account Number	:
c)	IFSC	:

INTEGRITY PACT
INSTRUCTIONS FOR EXECUTION OF THIS INTEGRITY PACT

As per ITB, GCC and SCC Clauses of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.

Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.100/- duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.

The non-judicial stamp papers are to be purchased on the name of the Bidder or EMPLOYER and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper:

"This stamp paper is an integral part of the Integrity Pact executed by us for [Insert the name of the package] Package and Specification Number [Insert Specification Number: package]" [Sample is given overleaf]

In case of a foreign bidder, the Letter Head is to be attached with this bound volume mentioning the following on the Letter Head:

"The Integrity Pact executed by us for [Insert the name of the package] Package and Specification Number [Insert Specification Number of the package] is enclosed herewith"[Sample is given overleaf]

Bidders are required to clearly indicate the name of the package and its specification number on the stamp paper/covering letter and first page of the Integrity Pact.

All the pages of the integrity pact are to be signed by the Bidder. If the Bidder is a partnership or a JV, the Integrity Pact shall be signed by all the partners or JV members.

Bidders are required to clearly indicate the name and designation of the signatory(ies) as well as the name and address of the witnesses.

The Bidder shall not change the contents of the Integrity Pact.

Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

Note: The word EMPLOYER has been used in place of PIA short name. The same may be changed accordingly.

(These are instructions for execution and does not form part of the Integrity Pact)

DREDGING CORPORATION OF INDIA LIMITED
NIT No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025

(Rs. 100/- Non-judicial Stamp paper)

INTEGRITY PACT

Between

Dredging Corporation of India Limited (DCIL) hereinafter referred to as "The Principal",

And

(_____) hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid-down organizational procedures, contract(s) for the Tender No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s)/Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1: Commitments of the Principal:

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

No employee of Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or other benefit which he/she is not legally entitled to.

The Principal will, during the tender process treat all Bidder(s) with equity and fairness. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

The Principal will exclude from the process all know prejudiced persons.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2: Commitments of the Bidder(s) / Contractor(s):

The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employee involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the execution of the contract.

The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

DREDGING CORPORATION OF INDIA LIMITED
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The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC / PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or passion to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of Foreign Principals, if any. Further details as mentioned in the “Guidelines of Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the India Agent / representative have to be in Indian Rupees only.

The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts:

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure.

Section 4: Compensation for Damages:

If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid security.

If the Principal has terminated the contract according to Section 3, the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression:

The Bidder shall declare that no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any Public Sector Undertakings / Enterprises in India that could justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6: Equal treatment to all Bidders/Contractors/Subcontractors:

The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

The Principal will enter into agreements with identical conditions as this one with all Bidders, contractors and subcontractors.

The principal will disqualify from the tender process all bidders who does not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/Contractor(s):

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer (CVO).

Section 8: Independent External Monitor(s):

The Principal appoints competent and credible Independent External Monitors (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director, DCIL.

The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all the project documents of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties Offer to the Monitor the option to parties in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the Managing Director, DCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.

The Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the DCIL Board.

If the Monitor has reported to the Managing Director, DCIL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Managing Director, DCIL has not, within the reasonable time taken visible action to proceed against such offence or report it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration:

This Pact begins when both parties have legally signed it. It expires for the Contractor 08 Months after the last payment under the contract, and for all other Bidders 08 months after the contract has been awarded.

DREDGING CORPORATION OF INDIA LIMITED
NIT No. DCI/PO Kandla/OPS/Diving/2025-26 dated 30-09-2025

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged /determined by the Chairman of DCIL.

Section 10: Other provisions:

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership firm or a JV, this agreement must be signed by all partners or JV members.

Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Issues like warranty/Guarantee etc. shall be outside the purview of Monitors
In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & On behalf of Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: _____

Witness 1:

(Name & Address) _____

Date: _____

Witness 2:

(Name & Address) _____

